

RECORDATION NO. 10757-C
Filed 1425

RECORDATION NO. 10757-B
Filed 1425

AUG 29 1979 - 12 45 PM

RECORDATION NO. 10757-A
Filed 1425

AUG 29 1979 - 12 45 PM

INTERSTATE COMMERCE COMMISSION

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AUG 29 1979

August 29, 1979

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FEE OPERATION BR.

RECEIVED

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Madam:

Enclosed for recordation under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder are one executed and two photocopies of a 1) Non-Negotiable Installment Promissory Note-Security Agreement dated August 21, 1979; 2) Management and Maintenance Contract dated as of August 21, 1979 and 3) Transferee Agreement dated as of August 21, 1979.

A general description of the railroad equipment covered by the enclosed document is as follows:

One hundred (100) 100-ton open-top hopper cars bearing reporting marks and numbers UMP 6920 through 7019, both inclusive.

The names and addresses of the parties to the enclosed documents are:

1) Non-Negotiable Installment Promissory Note-Security Agreement

Payor/Debtor: The Weiler-Arn timer Investment Company
1114 Avenue of the Americas
New York, New York 10036

Payee/
Secured Party: Funding Systems Railcars, Inc.
1000 RIDC Plaza
Pittsburgh, Pennsylvania 15238

2) Management and Maintenance Contract

Manager: Upper Merion and Plymouth Railroad Company
c/o FSC Corporation
Suite 404
1000 RIDC Plaza
Pittsburgh, Pennsylvania 15238

Owner: The Weiler-Arn timer Investment Company
1114 Avenue of the Americas
New York, New York 10036

C. T. Karpis

10757-A
\$50

10757-B
\$50

Secretary
Interstate Commerce Commission
August 29, 1979
Page Two

3) Transferee Agreement

10757-C
\$10
Transferee: The Weiler-Arnow Investment Company
1114 Avenue of the Americas
New York, New York 10036

Secured Party: Lincoln First Bank N.A.
One Lincoln First Square
Rochester, New York 14643

The enclosed documents should be recorded under Recordation Number 10757, which was duly recorded at 1:40 p.m. on August 21, 1979.

The undersigned is agent for Funding Systems Railcars, Inc., Upper Merion and Plymouth Railroad Company and Lincoln First Bank N.A. for the purpose of the recordation of the enclosed documents and has knowledge of the matters set forth therein.

Please return the photocopies of the enclosed documents to Charles T. Kappler, Esq., Alvord and Alvord, 200 World Center Building, 918 16th Street, N.W., Washington, D.C. 20006, or to the bearer hereof.

Also enclosed is a remittance in the amount of \$110.00 for the required recording fees.

Very truly yours,

ALVORD AND ALVORD
as Agent

By Charles T. Kappler
Charles T. Kappler

Signos Copy - ICC

Rec. No 10757-C

RECORDATION NO. 10757-C Filed 1425

TRANSFEEE AGREEMENT

AUG 29 1979 -12 45 PM

U.S. DEPARTMENT OF COMMERCE COMMISSION

Agreement dated as of August 21, 1979 (the "Security Agreement and Assignment") between THE WEILER-ARNOW INVESTMENT COMPANY (the "Transferee") and LINCOLN FIRST BANK N.A. (the "Secured Party").

RECITALS

Pursuant to a purchase agreement of even date entered into between the Transferee, as buyer, and Funding Systems Railcars, Inc., as seller (the "Debtor"), Transferee has (i) agreed to purchase from Debtor 100 railroad hopper cars (the "Equipment") and (ii) acknowledged that Transferee's interest in the Equipment will be subject and subordinate to the security interest in the Equipment and proceeds thereof granted to Secured Party by Debtor pursuant to a security agreement of even date between Debtor and Secured Party (the "Debtor Security Agreement") to secure the payment by Debtor of Debtor's \$1,900,000 promissory note issued to Secured Party (the "Note").

Transferee is entering into a management and maintenance contract (the "Management and Maintenance Contract") between Transferee and Upper Merion and Plymouth Railroad ("UMP") and Transferee is assigning certain right, title and interest in the Management and Maintenance Contract to the Secured Party as herein provided.

NOW, THEREFORE, be it agreed:

Section 1. GRANT OF SECURITY AND ASSIGNMENT

1.1 Grant of Security and Assignment. The Transferee, in consideration of the premises and of the sum of Ten Dollars received by the Transferee from the Secured Party and in order to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other indebtedness thereby secured and the performance and observance of all covenants and conditions in the Note, and in this Security Agreement and Assignment contained, does hereby convey, warrant, mortgage, pledge, assign, and grant the Secured Party, its successors

and assigns, a security interest in, all and singular of the Transferee's right, title and interest in and to the Management and Maintenance Contract subject only to the exceptions, reservations and limitations contained in Section 1.4 hereof (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Additional Collateral").

1.2. Additional Collateral. Additional Collateral also includes all right, title, interest, claims and demands of the Transferee in, to and under the Management and Maintenance Contract including any and all amendments thereto whether now existing or hereafter entered into, including all extensions of the term thereof with all rights, powers, privileges, options and other benefits of the Transferee under the Management and Maintenance Contract, including, without limitation, but subject always to the exceptions, reservations and limitations contained in Section 1.4 hereof:

(1) the immediate and continuing right to receive and collect all revenue, insurance proceeds, condemnation awards and other payments, tenders and security now or hereafter payable to or receivable by the Transferee under the Management and Maintenance Contract or pursuant thereto; and

(2) upon the occurrence of an Event of Default hereunder, the right to take such action upon the occurrence of an Event of Default under the Management and Maintenance Contract or an event which, with the lapse of time or giving of notice, or both, would constitute an Event of Default under the Management and Maintenance Contract, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Management and Maintenance Contract or by law, and to do any and all other things whatsoever which the Transferee is or may be entitled to do under said Management and Maintenance Contract, it being the intent and purpose hereof that subject always to the exceptions, reservations and limitations contained in Section 1.4 hereof, the assignment and transfer to the Secured Party of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Secured Party shall have the right to collect and receive said revenue, insurance proceeds, condemnation awards and other payments for application in accordance with the provisions of

Section 3 hereof at all times during the period from and after the date of this Security Agreement and assignment until the indebtedness hereby secured has been fully paid and discharged.

1.3. Duration of Security Interest. The Secured Party, its successors and assigns, shall have and hold the Additional Collateral forever; provided, always, however, that if the indebtedness hereby secured shall be paid in full and Transferee and Debtor shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Debtor Security Agreement and the Note respectively contained, then these presents and the estate hereby granted and conveyed shall cease and this Security Agreement and Assignment shall become null and void; otherwise to remain in full force and effect. Secured Party further acknowledges and agrees that Debtor may prepay all or a portion of the indebtedness hereby secured without penalty, after 30 days from date hereof, and upon receipt of such payment the Secured Party will, at the option of the Debtor either: (i) release and discharge its lien; or (ii) assign its lien to any third party institutional lender designated by Debtor, in the Collateral or any portion thereof for which payment in full has been received by Secured Party.

1.4. Excepted Rights in Collateral. There are expressly excepted and reserved from the security interest and operation of this Security Agreement and Assignment the following described properties, rights, interests and privileges (hereinafter sometimes referred to as the "Excepted Rights in Collateral") and nothing herein or in any other agreement contained shall constitute an assignment of the Excepted Rights in Collateral to the Secured Party:

(a) any insurance proceeds payable under general public liability policies maintained by or for the benefit of Transferee;

(b) all proceeds of the Management and Maintenance contract in excess of the amount required to discharge the amounts due and owing to the Secured Party under the Note at the time that such proceeds are received; and

(c) any rights or interests obtained by Transferee pursuant to any transfer of its interest in accordance with Section 2.5(c) hereof.

Section 2. COVENANTS AND WARRANTIES OF THE TRANSFEREE.

The Transferee covenants, warrants and agrees as follows:

2.1. Transferee's Duties. The Transferee covenants and agrees well and truly to perform, abide by and to be governed and restricted by each and all of the terms, provisions, restrictions, covenants and agreements set forth in this Security Agreement and Assignment, the Management and Maintenance Contract, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, to the same extent as though each and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein.

2.2. Transferee's Covenants. The Transferee covenants and agrees that the purchase from Debtor of the Equipment is subject and subordinate in all respects to the security interest of Secured Party in the Equipment. The Transferee shall pay or discharge any and all claims, liens, charges or security interests on the Equipment claimed by any party from, through or under the Transferee, its successors or assigns not arising out of the transactions contemplated by the Debtor Security Agreement (but including tax liens arising out of the receipt by Transferee of income and proceeds from the Equipment and the Additional Collateral) equal or superior to the security interest of Secured Party in the Equipment and the Additional Collateral or which if unpaid might become such a claim, lien, charge or security interest on or with respect to the Equipment and the Additional Collateral; provided, however, that Transferee shall not be required to discharge such claim, lien, charge or security interest so long as the validity thereof shall be contested in good faith and by appropriate legal or administrative proceedings in any reasonable manner and the nonpayment thereof does not, in the reasonable opinion of Secured Party, adversely affect its security interest in or to the Equipment and Additional Collateral or any portion thereof. The Transferee has full right, power and authority to execute and deliver and to carry out the terms and provisions of the agreements and related documents (the "Transfer Documents") relating to the purchase of the Equipment from Debtor and management of the Equipment. There are no proceedings pending, or to Transferee's knowledge threatened, against or affecting Transferee in any court or before any governmental authority or arbitration board or tribunal which, if adversely

determined, would materially and adversely affect Transferee's right, power and authority to enter into the Transfer Documents or perform its obligations thereunder. The Equipment acquired by Transferee is free and clear of any liens or encumbrances which result from claims against Transferee not relating to ownership of such Equipment. Transferee has not by affirmative act conveyed title to such Equipment to any person or entity or subjected the Equipment to any lien or encumbrance other than the Permitted Liens (as defined in the Debtor Security Agreement).

2.3. Further Assurances. The Transferee will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest being herein provided for in the Additional Collateral, whether now owned or hereafter acquired, subject to the provisions of Section 5.5 hereof. Without limiting the foregoing but in furtherance of the security interest herein granted in the revenues and other sums due and to become due under the Management and Maintenance Contract, the Transferee covenants and agrees that it will direct UMP to make all payments of revenues derived under the Management and Maintenance Contract, other than the Excepted Rights in Collateral, directly to the Secured Party or as the Secured Party may direct.

2.4. Recordation and Filing. The Transferee will cause this Security Agreement and Assignment and any supplements hereto, the Management and Maintenance Contract, and any supplements thereto and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at the sole expense of Debtor in such manner and in such places as may be required by law in order fully to preserve and protect the rights of the Secured Party hereunder.

2.5. Negative Covenants. The Transferee will not:

(a) declare a default or exercise the remedies of the Transferee under, or terminate or modify or accept a surrender of, or offer or agree to, any termination or modification or surrender of or waiver with respect to, the Management and Maintenance Contract; provided, however, that Transferee shall have the right to terminate the Management and Maintenance Contract upon the occurrence of an event of default thereunder if (i) Transferee shall have entered into a new Management and Maintenance Contract substantially in the form of the Management and Maintenance Contract (or other form reasonably satisfactory to Secured Party) with a Manager reasonably satisfactory to Secured Party and (ii) Transferee shall have assigned and granted a security interest therein to Secured Party on the same terms and con-

ditions herein set forth;

(b) receive or collect or permit the receipt or collection of any payment under the Management and Maintenance Contract, prior to the date for payment thereof provided for by the Management and Maintenance Contract or assign, transfer or hypothecate (other than to the Secured Party) any payment then due or to accrue in the future under the Management and Maintenance Contract, in respect of the Equipment; or

(c) sell, mortgage, transfer, assign or hypothecate its interest in the Equipment or the Additional Collateral or any part thereof or in any amount to be received by it from the use or disposition of the Equipment without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.

2.6. Power of Attorney in Respect of Management and Maintenance Contract. Transferee does hereby irrevocably constitute and appoint the Secured Party its true and lawful attorney with full power of substitution for it and in its name, place and stead, to ask, demand, collect, receive, receipt and sue for any and all income and other sums which are assigned under Section 1.1, 1.2 and 1.3 and to endorse the name of the Transferee on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Transferee or otherwise, which the Secured Party may deem necessary or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such revenues and other sums and the security intended to be afforded hereby.

Section 3. APPLICATION OF REVENUES AND CERTAIN OTHER MONEYS RECEIVED BY THE SECURED PARTY.

3.1. Application of Revenues; Certain Prepayments. Transferee and Secured Party hereby expressly consent and agree that all amounts from time to time received by Secured Party constituting payment of revenues under the Management and Maintenance Contract or casualty insurance proceeds in respect of the Equipment shall be applied by Secured Party in the manner and priority set forth in Section 4 of the Debtor Security Agreement and all excess shall be paid to Transferee.

Section 4. DEFAULTS AND OTHER PROVISIONS.

4.1. Events of Default. The term Event of Default shall mean one or more of the following:

(a) Default in payment of an installment of the principal of, or interest on, the Note when and as the same shall become due and payable, whether at the due date thereof or at the date fixed for any prepayment or by acceleration or otherwise, and any such default shall continue unremedied for ten days after written notice to Debtor and Transferee that the same is due and payable; or

(b) An Event of Default, as defined and set forth in the Management and Maintenance Contract;

(c) Default on the part of the Debtor or Transferee in the due observance or performance of any covenant or agreement to be observed or performed by the Transferee under this Security Agreement and Assignment or by the Debtor under the Debtor Security Agreement, and such default shall continue unremedied for 30 days after written notice from the Secured Party to the Debtor and the Transferee specifying the default and demanding the same to be remedied; or

(d) any representation or warranty on the part of the Debtor, UMP or Transferee made herein, in the Debtor Security Agreement, or in the Management and Maintenance Contract or in any report certificate, financial or other statement furnished in connection with this Security Agreement and Assignment, the Debtor Security Agreement, the Management shall prove to be false or misleading in any material respect when made;

(e) Any claim, lien or charge prohibited by Section 2.2 hereof (other than Permitted Liens) shall be asserted against or levied or imposed upon the Equipment, and such claim, lien or charge shall not be discharged or removed within thirty calendar days.

(f) Any proceeding commenced by or against the Debtor for any relief which includes or might result in any modification of the obligations of the Debtor under the Debtor Security Agreement under any bankruptcy or insolvency law or laws relating to the relief of debtors, readjustment of indebtedness, reorganizations, arrangements, compositions or extensions, or if commenced against Debtor such proceedings shall not have been dismissed within 90 days.

4.2. Secured Party's Rights. The Transferee agrees that when any Event of Default has occurred and is continuing, the Secured Party shall have the rights, options, duties and

remedies of a secured party, and the Transferee shall have the rights and duties of a debtor, under the Uniform Commercial Code of the Commonwealth of Pennsylvania (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and the Secured Party shall have the following rights and remedies:

(a) The Secured Party may, by notice in writing to the Transferee declare the entire unpaid balance of the Note to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable. Notwithstanding anything to the contrary contained herein, the Debtor and the Transferee (the "Redeeming Party") shall have the right to redeem all but not less than all of the Equipment owned by said Redeeming Party by paying to Secured Party, within ten (10) days of the receipt by Debtor and Transferee of the notice from the Secured Party, an amount equal to the Redemption Value (as hereinafter defined) for the Equipment to be redeemed. For the purposes of this Section 4.2(a), the Redemption Value shall be an amount equal to the product of (A) a fraction, the numerator of which is an amount equal to the Purchase Price of the Equipment to be redeemed and the denominator of which is the aggregate Purchase Price of all Equipment covered by this Security Agreement times (B) the unpaid principal amount of the Note plus accrued and unpaid interest as of the date of payment of the Redemption Value. In addition to the Redemption Value, the Redeeming Party must also pay any and all costs and expenses incurred by Secured Party applicable to the Equipment to be redeemed as would have been paid under Paragraph 4.3(a) hereinafter from the proceeds and/or avails of any sale. Upon payment of the Redemption Value and the costs and expenses referred to above, the redeemed Equipment shall be released from all liens, claims or encumbrances of the Secured Party.

(b) The Secured Party may proceed to exercise all rights, privileges and remedies of the Transferee under the Management and Maintenance Contract and may exercise all such rights and remedies either in the name of the Secured Party or in the name of the Transferee for the use and benefit of the Secured Party.

4.3 Application of Sales Proceeds. The proceeds and/or avails of any sale of the Equipment, or any part thereof, and the proceeds and the avails of any remedies

hereunder, including proceeds of the Management and Maintenance Agreement, shall be paid to and applied as follows:

(a) First, to the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and of all property expenses, liability and advances, including legal expenses and attorneys' fees, incurred or made hereunder by the Secured Party, or the holder or holders of the Note and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) Second, to the payment of the holder or holders of the Note of the amount then owing or unpaid on the Note for principal and interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upn the Note, then the first to unpaid principal thereof, and second, to unpaid interest thereon;

(c) Third, to the payment of the surplus, if any, to the Transferee or to whomsoever may be lawfully entitled to receive the same.

4.4. Cumulative Remedies. No delay or omission of the Secured Party or of the holder of the Note to exercise any right or power arising from any default on the part of the Debtor or Transferee shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party, or the holder of the Note of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. The Secured Party may exercise any one or more or all of the remedies hereunder and no remedy is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing now or hereafter at law or in equity; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party or holder of the Note be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

Section 5. MISCELLANEOUS

5.1. Successors and Assigns. Whenever any of the parties hereto is referred to such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Security Agreement contained by or on behalf of the Transferee or by or on behalf of the Secured Party, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not. Following any transfer permitted hereunder all references to Transferee shall be deemed to refer solely to such permitted transferee.

5.2. Partial Invalidity. The unenforceability of invalidity of any provision or provisions of this Security Agreement and Assignment shall not render any other provision or provisions herein contained unenforceable or invalid.

5.3. Communications. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions herein in respect of any matter) when deposited in the United States certified mails, first class, postage prepaid, addressed as follows:

To the Transferee: The Weiler-Arnow Investment Company
1114 Avenue of the Americas
New York, New York 10036

with a copy to: Bergreen & Bergreen
660 Madison Avenue
New York, New York 10021

To the Secured
Party: Lincoln First Bank N.A.
One Lincoln First Square
Rochester, NY 14643

ATTENTION: Peter G. Posson
Vice President

or to the Transferee or the Secured Party at such other address as the Transferee or the Secured Party may designate by notice duly given in accordance with this Section to the other party.

5.4. Release. The Secured Party shall release this Security Agreement and the security interest granted hereby by proper instrument or instruments upon presentation

of satisfactory evidence that all indebtedness secured hereby has been fully paid or discharged.

5.5. Non-Recourse. Notwithstanding anything to the contrary contained in this Security Agreement and Assignment or any document collateral thereto, it is expressly understood and agreed that Transferee's liabilities and obligations shall be non-recourse and enforceable exclusively against the Equipment and the Additional Collateral and Transferee does not assume any of the provisions of the Debtor Security Agreement or the Note and Transferee shall not be personally liable for and Secured Party shall not seek any deficiency or other money judgment against Transferee in any event.

5.6. Governing Law. This Security Agreement and Assignment and the Note shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. Section 11303 and such additional rights arising out of the filing, recording or deposit hereof, if any, and of any assignment hereof as shall be conferred by the laws of the secured jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited.

5.7. Counterparts. This Security Agreement and Assignment may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement and Assignment.

5.8. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement and Assignment nor shall they affect its meaning, construction or effect.

5.9 Prepayment. Transferee may prepay all or that portion of indebtedness relating to an Item or Items of Equipment, at the times and in the manner permitted under the Note.

IN WITNESS WHEREOF, the Transferee and the Secured Party have executed this ~~Security~~ Agreement as of the day and year first above written.

WEILER - ARNOW INVESTMENT COMPANY

By: Alton B. Weiler
WJR

By: _____

ATTEST:

LINCOLN FIRST BANK N.A.

By: _____

STATE OF NEW YORK)

: SS.:

COUNTY OF NEW YORK)

On this 21st day of August, 1979, before me personally appeared ALAN G. WEILER, to me personally known, who being by me duly sworn, did depose and say that they are a manager of Weiler-Arnow Investment Company, a general partnership organized under the laws of the State of New York, the partnership described in and who executed the foregoing Agreement and they acknowledged the foregoing Agreement as their free act and deed.


Notary Public

ROSE B. EPSTEIN
Notary Public, State of New York
No. 41-8195680
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1980

IN WITNESS WHEREOF, the Transferee and the Secured Party have executed this Security Agreement as of the day and year first above written.

THE WEILER-ARNOW INVESTMENT COMPANY

By: _____

By: _____

ATTEST:

LINCOLN FIRST BANK N.A.

By: _____

McGowan

Attorney

[illegible]

On this day of August, 1979, before me,
personally appeared and
to me personally known, who being by me duly sworn, said that
they are managers of THE WEILER-ARNOW INVESTMENT COMPANY, a
general partnership organized under the laws of the State of
New York, that the foregoing instrument was signed and sealed
on behalf of said partnership by authority of its general
partners and they acknowledged that the execution of the
foregoing instrument was the free act and deed of said part-
nership.

Notary Public

(SEAL)

STATE OF NEW YORK)
 : ss.:
COUNTY OF WESTCHESTER)

On this 21 day of August, 1979, before me, personally appeared T M CURTIN to me personally known, by me duly sworn, said that he is an ATTORNEY FOR of LINCOLN FIRST BANK N.A. that one the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas M. Leduc
Notary Public

THOMAS M. LESLIE
Notary Public, State of New York
No. 31-4607404
Qualified in New York County
Certificate filed in Westchester County
Commission Expires March 30, 1987

(SEAL)